



DEPARTMENT OF THE NAVY
OFFICE OF NAVAL RESEARCH
875 NORTH RANDOLPH STREET
SUITE 1425
ARLINGTON, VA 22203-1995

IN REPLY REFER TO:

5720
Ser BD042/049
ONR FOIA 16-047
April 8, 2016

Ms. Brandy Clark
L-3 KEO
50 Prince Street
Northampton, MA 01060

Dear Ms. Clark:

This is the final response to your Freedom of Information Act (FOIA) request received by the Office of Naval Research (ONR) on March 17, 2016. You requested three contracts: N00014-10-C-0246, N00014-13-C-0375 and N00173-14-C-2012 with all modifications. One of the contracts you requested, N00173-14-C-2012, was referred to the Naval Research Laboratory (NRL). We processed the remainder of your request, and gave it the number 16-047. A copy of your request is included with this letter.

We have enclosed all responsive records we located. Parts of the records you requested have been redacted under 5 U.S.C. § 552 (b) (4) and 5 U.S.C. § 552 (b) (6), better known as Exemptions 4 and 6 of the FOIA. We consider individual unit prices to be confidential commercial information exempt from disclosure under Exemption 4. Signatures were also redacted from the document as private under Exemption 6. Exemption 6 protects information that, if disclosed, would invade another individual's privacy. The redacted portions of the enclosed records are marked with the exemption or exemptions applied. Since you agreed to clearly releasable material, we do not consider these redactions a denial, or partial denial, of your request.

We classify you as a "commercial" requester, and as such we may charge you for all search, review, and duplication costs for processing this request. Accordingly, you are responsible for the \$387.10 in costs, for eight (8) hours of professional search and review time and 234 pages copied for this request. Please forward a check or a money order for \$387.10 within 30 days from the date of this letter payable to the Treasury of the United States. You should mail your check to:

Office of Naval Research
Code BD042, Room 620
One Liberty Center
875 North Randolph Street
Arlington VA 22203-1995

To ensure that your account is credited, you must reference ONR FOIA request 16-047 on your check or money order and attach it to a copy of this letter. If we do not receive your payment within 30 days, ONR may institute a collection action under Federal debt collection statutes. These statutes provide for recovery of interest and administrative costs and penalty charges for handling a delinquent debt owed to the government.

If you have questions, please address them to Mr. Jason Towns at (703) 696-5361 or ONRFOIA@navy.mil. Please reference ONR FOIA 16-047 in any correspondence discussing this case.

Sincerely,


Kathy Thompson
FOIA Officer

Attachments:
As stated

RECORD OF FREEDOM OF INFORMATION (FOI) PROCESSING COST						REPORT CONTROL SYMBOL DD-DA&M(A)1365		
Please read instructions on back before completing form.								
1. REQUEST NUMBER 16-047		2. TYPE OF REQUEST (X one) <input checked="" type="checkbox"/> a. INITIAL <input type="checkbox"/> b. APPEAL		3. DATE COMPLETED (YYYYMMDD) 20160408		4. ACTION OFFICE Office of Naval Research		
5. CLERICAL HOURS (E-9/GS-8 and below)				FEE CODE	(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST	
a. SEARCH				1		X \$20.00 =	0.00	
b. REVIEW/EXCISING				2			0.00	
c. OTHER ADMINISTRATIVE COSTS				3			0.00	
6. PROFESSIONAL HOURS (O-1 - O-6/GS-9-GS-15)/CONTRACTOR					(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST	
a. SEARCH				1	0.50	X \$44.00 =	22.00	
b. REVIEW/EXCISING				2	7.50		330.00	
c. OTHER/COORDINATION/DENIAL				3			0.00	
7. EXECUTIVE HOURS (O-7 - ES 1 and above)					(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST	
a. SEARCH				1		X \$75.00 =	0.00	
b. REVIEW/EXCISING				2			0.00	
c. OTHER/COORDINATION/DENIAL				3			0.00	
8. COMPUTER SEARCH					(1) TOTAL TIME	(2) RATE	(3) COST	
a. MACHINE TIME (Not PC, desktop, laptop)				4		X \$20.00/hr =	0.00	
b. PROGRAMMER/OPERATOR TIME (Human)								
(1) Clerical Hours				1			0.00	
(2) Professional Hours				1			0.00	
9. OFFICE MACHINE COPY REPRODUCTION					(1) NUMBER	(2) RATE	(3) COST	
a. PAGES REPRODUCED FOR FILE COPY				3		X .15 =	0.00	
b. PAGES RELEASED				5	234		35.10	
10. PRE-PRINTED PUBLICATIONS					(1) TOTAL PAGES	(2) RATE	(3) COST	
a. PAGES PRINTED				5		X .02 =	0.00	
11. COMPUTER PRODUCT OUTPUT/ACTUAL COST CHARGES					(1) NUMBER	(2) ACTUAL COST	(3) COST	
a. TAPE/DISC/CD				6		X =	0.00	
b. PAPER PRINTOUT				3			0.00	
12. OTHER ADMINISTRATIVE FEES					(1) NUMBER	(2) ACTUAL COST	(3) COST	
a. ALL POSTAGE/ADMINISTRATIVE (See instructions)				3		X =	0.00	
13. AUDIOVISUAL MATERIALS					(1) NUMBER	(2) ACTUAL COST	(3) COST	
a. MATERIALS REPRODUCED				4		X =	0.00	
14. SPECIAL SERVICES					(1) NUMBER	(2) ACTUAL COST	(3) COST	
a. ALL SPECIAL SERVICES (See instructions)				6		X =	0.00	
15. MICROFICHE REPRODUCED				5		X .25 =	0.00	
FEE CODES				16. FOR FOI OFFICE USE ONLY				
1 Chargeable to "commercial" requesters. Chargeable to "other" requesters after deducting 2 hours. 2 Chargeable to "commercial" requesters only. 3 Not chargeable to any fee category. 4 Chargeable to "commercial". Chargeable to "other" after deduction of the equivalent of 2 hours. (Example: deduct \$88.00 professional rate.) 5 Chargeable to all fee categories after deduction of 100 pages (DOES NOT include "commercial"). 6 Chargeable to all fee categories. No deductions.				a. TOTAL COLLECTABLE FEES				
				b. TOTAL PROCESSING FEES				\$387.10
				c. TOTAL CHARGED				\$387.10
				d. FEES WAIVED/REDUCED (X one)				Yes No
				e. FEES NOT APPLICABLE (X one)				Yes No
				See Chapter 6, Fee Schedule, DoD 5400.7-R, to determine appropriate assessment of fees.				

INSTRUCTIONS FOR COMPLETING DD FORM 2086

This form is used to record costs associated with the processing of a Freedom of Information request.

1. REQUEST NUMBER - First two digits will express Calendar Year followed by dash (-) and Component's request number, i.e., 03-001.

2. TYPE OF REQUEST - Mark the appropriate block to indicate initial request or appeal of a denial.

3. DATE COMPLETED - Enter year, month and day, i.e., 20031001.

4. ACTION OFFICE - Enter the office processing this request.

5. CLERICAL HOURS - For each applicable activity category, enter time expended to the nearest 15 minutes in the total hours column. The activity categories are:

Search - Time spent in locating from the files the requested information.

Review/Excising - Time spent in reviewing the document content and determining if the entire document must retain its classification or segments could be excised thereby permitting the remainder of the document to be declassified. In reviews for other than classification, FOI exemptions 2 through 9 should be considered.

Other Administrative - Time spent in activity other than above, such as hand carrying documents to other locations, restoring files, etc.

- Multiply the time in the total hours column of each category by the hourly rate and enter the cost figures for each category.

6. PROFESSIONAL HOURS - For each applicable activity category, enter time expended to the nearest 15 minutes in the total hours column. The activity categories are:

Search/Review/Excising/Other - See explanation above.

- Multiply the time in the total hours column of each category by the hourly rate and enter the cost figures for each category.

7. EXECUTIVE HOURS - For each applicable activity category, enter the time expended to the nearest 15 minutes in the total hours column. The activity categories are:

Search/Review/Excising/Other - See explanation above.

- Multiply the time in the total hours column of each category by the hourly rate and enter the cost figures for each category.

8. COMPUTER SEARCH - When the amount of government-owned (not leased) computer processing machine time required to complete a search is known, and accurate cost information for operation is available, enter the time used and the rate. Then, calculate the total cost which is fully chargeable to the requester.

- Programmer and operator costs are calculated using the same method as in Items 5 and 6. This cost is also fully chargeable to requesters as computer search time.

9. OFFICE COPY REPRODUCTION - Enter the number of pages reproduced and/or released.

- Multiply by the rate per copy and enter cost figures.

10. PRE-PRINTED PUBLICATIONS - Enter total pages.

- Multiply the total number of pages by the rate per page and enter cost figures.

11. COMPUTER COPY - Enter the total number of tapes and/or printouts.

- Multiply by the actual cost per tape or printout and enter cost figures.

12. OTHER ADMINISTRATIVE FEES - Covers postage (when known), correspondence preparation, other non-billable charges not covered under Items 5 - 7, etc.

13. AUDIOVISUAL MATERIALS - Duplication cost is the actual cost of reproducing the material, including the wages of the person doing the work.

14. SPECIAL SERVICES - Covers items outside of the FOIA such as authenticating records at \$5.20 per seal, overnight mail at cost, and other services for which the requester agrees to reimburse the agency.

15. MICROFICHE REPRODUCED - Enter the number of copies and multiply by the rate per copy.

16. FOR FOI OFFICE USE ONLY -

Total Collectable Fees - Add the blocks in the cost column and enter total in the total collectable fees block. Apply the appropriate waiver for the category of requester prior to inserting the final figure. Further discussion of chargeable fees is contained in Chapter VI of DoD Regulation 5400.7-R.

Total Processing Fees - Add all blocks in the cost column and enter total in the total processing fees block. The total processing fees in most cases will exceed the total collectable fees.

Total Charged - Enter the total amount that the requester was charged, taking into account the fee waiver threshold and fee waiver policy.

Fees Waived/Reduced - Indicate if the cost of processing the request was waived or reduced by placing an "X" in the "Yes" block or the "No" block.

Fees Not Applicable - Indicate if the cost of processing the request was not applicable by placing an "X" in the "Yes" block or the "No" block.



KEO
50 Prince Street
Northampton, MA 01060
Tel: 413-586-2330 Fax: 413-586-1324
www.L-3.com com/keo

Inreplyreferto:BC_FOIA_151216

16 December 2015

Commander
Naval Sea Systems Command (SEA COS5.4)
1333 Isaac Hull Avenue SE
Washington Navy Yard, DC 20376-1021

Attention: Ms. Donna Hamlin
Subject: FOIA Request
Reference: 1) N00014-10-C-0246

Dear Ms. Hamlin:

L-3 KEO hereby requests thru FOIA a copy of Contract N00014-10-C-0246 and all modifications which were awarded to Panavision Federal System LLC, 9340 DeSoto Ave, Chatsworth, CA 91311. We believe it was awarded on 9/21/10. This contract is a CPFF contract for the Affordable Modular Panoramic Mast (AMPPM).

L-3 KEO agrees to pay up to \$500 for the processing of this request. Please inform the undersigned if the estimated fees will exceed this limit before processing our request.

We are seeking this information for commercial use.

Sincerely,

L-3 KEO
Division of L-3 Communications

Brandy Clark

Brandy Clark
Sr. Contract Administrator



KEO
50 Prince Street
Northampton, MA 01060
Tel: 413-586-2330 Fax: 413-586-1324
www.L-3com.com/keo

Inreplyreferto:BC_FOIA0375_151216

16 December 2015

Commander
Naval Sea Systems Command (SEA COS5.4)
1333 Isaac Hull Avenue SE
Washington Navy Yard, DC 20376-1021

Attention: Ms. Donna Hamlin
Subject: FOIA Request
Reference: 1) N00014-13-C-0375

Dear Ms. Hamlin:

L-3 KEO hereby requests thru FOIA a copy of Contract N00014-13-C-0375 and all modifications which were awarded to Panavision Federal System LLC, 9340 DeSoto Ave, Chatsworth, CA 91311. This contract is a CPFF contract for the Affordable Modular Panoramic Mast (AMPPM).

L-3 KEO agrees to pay up to \$500 for the processing of this request. Please inform the undersigned if the estimated fees will exceed this limit before processing our request.

We are seeking this information for commercial use.

Sincerely,

L-3 KEO
Division of L-3 Communications

Brandy Clark

Brandy Clark
Sr. Contract Administrator



KEO
50 Prince Street
Northampton, MA 01060
Tel. 413-586-2330 Fax: 413-586-1324
www.L-3com.com/keo

Inreplyreferto:BC_FOIA2012_151216

16 December 2015

Commander
Naval Sea Systems Command (SEA COS5.4)
1333 Isaac Hull Avenue SE
Washington Navy Yard, DC 20376-1021

Attention: Ms. Donna Hamlin
Subject: FOIA Request
Reference: 1) N00173-14-C-2012

Dear Ms. Hamlin:

L-3 KEO hereby requests thru FOIA a copy of Contract N00173-14-C-2012 and all modifications which were awarded to Panavision Federal System LLC, 9340 DeSoto Ave, Chatsworth, CA 91311. This contract is a CPFF contract for the Affordable Modular Panoramic Mast (AMPPM).

L-3 KEO agrees to pay up to \$500 for the processing of this request. Please inform the undersigned if the estimated fees will exceed this limit before processing our request.

We are seeking this information for commercial use.

Sincerely,

L-3 KEO
Division of L-3 Communications

Brandy Clark

Brandy Clark
Sr. Contract Administrator

Towns, Jason C CTR ONRA, BD04C

From: Brandy.Clark@L-3com.com
Sent: Friday, March 18, 2016 7:27
To: ONRFOIA
Subject: [Non-DoD Source] RE: ONR FOIA 16-047

Good morning, Jason, we will accept clearly releasable responsive records for this request. Will this come via email or do you need our mailing address?

Regards,

Brandy Clark

Sr. Contract Administrator
413 387 1548 (Office)
413 320 5137 (Cell)

-----Original Message-----

From: Towns, Jason C CTR ONRA, BD04C [mailto:jason.towns.ctr@navy.mil] On Behalf Of ONRFOIA
Sent: Thursday, March 17, 2016 3:07 PM
To: Clark, Brandy @ ESG-ISS-KEO <Brandy.Clark@L-3com.com>
Subject: ONR FOIA 16-047

Good Afternoon:

We have received your request for 3 contracts dated December 16, 2015 from the Navy Sea Systems Command (NAVSEA). We have assigned your request the number 16-047 in our system. Please refer to it by that number should you need to contact us about your request. We consider you a "commercial" requester. As such, we may charge you for all costs associated with processing your request. We acknowledge your willingness to pay up to \$500 for your request. Should processing costs exceed this amount, we will contact you before continuing to process your request.

One of the contracts you requested is housed by the Naval Research Laboratory. We have transferred it to their FOIA Office for processing. You can expect to hear from them regarding that portion of your request in the near future. We will proceed with processing your request as it pertains to the two contracts with the "N00014" prefix.

We are required under Executive Order 12,600 to allow the persons or entities who submit confidential commercial information to review the responsive records for any proprietary or sensitive commercial information before we make our release determination. Those persons or entities are normally afforded at least 15 days to complete this process, though it could take longer. Of course, we also have to review the records ourselves to determine whether and to what extent any other redactions may be warranted. And then we must make any necessary redactions and coordinate the final response through the Initial Denial Authority. Accordingly, we expect that will impact the time it takes to process your request.

Alternatively, if you agree to receive only clearly releasable information, we can usually provide you with a final response within one week. Under the law, some information is almost always exempt from release. This information includes unit prices, the names of key personnel, and in some cases the names and contact information of certain other individuals. We will normally redact this information but will consider the rest of the information in our non-classified

contracts to be clearly releasable. This clearly releasable information usually includes the Statement of Work, which for most of our contracts contains no proprietary information.

If you agree to receive only clearly releasable information, you still retain your appeal rights in case you don't agree with any redactions we make. If you don't agree with the redactions, simply provide us a follow-on request for the redacted information. We will then expedite a response to that follow-on request through our Initial Denial Authority that gives you all your appeal rights under the law.

Please let us know whether you are willing to accept clearly releasable responsive records for this request.

V/r,

Jason

Jason C. Towns
Sr. FOIA Analyst
Contractor Support to ONR Code BD042
Data Federal Corporation
Office of Naval Research
875 N. Randolph St
Arlington, VA 22203
703-696-5361
ONRFOIA@navy.mil

AWARD/CONTRACT

UNDER DPAS (15 CFR 700)

DO-C9(U)

1 21

2. CONTRACT (PROC. INST. IDENT.) NO. N00014-10-C-0246	3. EFFECTIVE DATE SEE BLOCK 20.C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 10PR04549-00/ 10PR04549-01 NAVRIS # 1058584
5. ISSUED BY OFFICE OF NAVAL RESEARCH BD 25: Kenesha Y. Hargrave (703)696-5345 E-mail kenesha.y.hargrave@navy.mil 875 North Randolph St., Suite W1275A Arlington VA 22203-1995	CODE N00014	6. ADMINISTERED BY (if other than item 5) DCMA LOS ANGELES P.O. BOX 9608 MISSION HILLS, CA 91346-9608

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, country, State and ZIP Code) PANAVISION FEDERAL SYSTEMS, LLC 21300 VICTORY BLVD., SUITE 840 WOODLAND HILLS, CA 91367-2602	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (see below)
	9. DISCOUNT FOR PROMPT PAYMENT N.A.
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G
11. SHIP TO/MARK FOR OFFICE OF NAVAL RESEARCH Program Officer: Michael Duncan, Code 312 875 North Randolph St., OLC 1121 Arlington VA 22203-1995	12. PAYMENT WILL BE MADE BY DPAS COLUMBUS WEST ENTL P.O. BOX 182381 COLUMBUS OH 43218-2381

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10U S.C. 2304(c) <input type="checkbox"/> 41U S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET(S)				
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B of Schedule				
15G. TOTAL AMOUNT OF CONTRACT					See Section B of Schedule

(X)	SEC	PAGE(S)	(X)	SEC	PAGE(S)
16. TABLE OF CONTENTS					
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	<input checked="" type="checkbox"/>	J	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS. WORK STATEMENT	<input checked="" type="checkbox"/>	K	LIST OF ATTACHMENTS
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	<input checked="" type="checkbox"/>	L	REPRESENTATIONS AND INSTRUCTIONS
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	<input checked="" type="checkbox"/>	M	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	<input checked="" type="checkbox"/>	N	INSTRS., CONDS., AND NOTICES TO OFFERORS
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	<input checked="" type="checkbox"/>	O	EVALUATION FACTORS FOR AWARD
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS			

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties in this contract shall be subject to and governed by the following documents: (a) the award contract; (b) the solicitation, if an; and (c) such provisions, representations, certifications and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you on additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	---

19A. NAME AND TITLE OF SIGNER (Type or print) CLIVE TOWNSEND VP, GENERAL MANAGER	20A. NAME OF CONTRACTING OFFICER Kenesha Y. Hargrave CONTRACTING OFFICER
--	--

19B. NAME OF CONTRACTOR [REDACTED]	19C. DATE SIGNED 9/21/2010	19D. DATE SIGNED 9/21/2010
---------------------------------------	-------------------------------	-------------------------------

IS signature of person authorized to sign.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition: [illegible]

AWARD/CONTRACT		UNDER DPAS (15 CFR 700)		DO-C9(U)		1 21	
2. CONTRACT (PROC. INST. IDENT.) NO. N00014-10-C-0246		3. EFFECTIVE DATE SEE BLOCK 20.C.		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 10PR04549-00/ 10PR04549-01 NAVRIS # 1058584			
5. ISSUED BY OFFICE OF NAVAL RESEARCH BD 251 Kenesha Y. Hargrave (703)696-5345 E-mail kenesha.y.hargrave@navy.mil 875 North Randolph St., Suite W1275A Arlington VA 22203-1995		CODE N00014		8. ADMINISTERED BY (If other than item 5) DCMA LOS ANGELES P.O. BOX 9608 MISSION HILLS, CA 91346-9608		SCD-C CODE S0512A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) PANAVISION FEDERAL SYSTEMS, LLC 21300 VICTORY BLVD., SUITE 840 WOODLAND HILLS, CA 91367-2602				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (see below)			
				9. DISCOUNT FOR PROMPT PAYMENT N.A.			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G			
CODE 326T5		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS WEST ENTL P.O. BOX 182381 COLUMBUS, OH 43218-2381			
11. SHIP TO/MARK FOR OFFICE OF NAVAL RESEARCH Program Officer : Michael Duncan, Code 312 875 North Randolph St., OLC 1121 Arlington VA 22203-1995		CODE N00014		CODE HQ0339			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10U.S.C.2304(c) () <input type="checkbox"/> 41U.S.C. 253(C) ()				14. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET(S)			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
		See Section B of Schedule				15E. UNIT PRICE	
						15F. AMOUNT	
				15G. TOTAL AMOUNT OF CONTRACT		See Section B of Schedule	
16. TABLE OF CONTENTS							
(X)	SEC.	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES				
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2-3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	3	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	4-9	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9-12				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if an, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				20B. UNITED STATES OF AMERICA			
19C. DATE SIGNED				20C. DATE SIGNED			
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST & FIXED FEE
0001	<p>BASE</p> <p>The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A.</p> <p>000101 ACRN AA: (b)(4) 000102 ACRN AB: (b)(4)</p>	(b)(4)	(b)(4)	\$646,054.00
0002	<p>OPTION I</p> <p>The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A.</p>	(b)(4)	(b)(4)	\$2,824,177.00
0003	<p>OPTION II</p> <p>The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A.</p> <p><i>**Note: Before Exercising Option II a Chief of Naval Information (CHINFO) Announcement must be processed prior to option exercise.</i></p>	(b)(4)	(b)(4)	\$8,564,545.00
0004	Modular Phonics Mast Housing (MPH) including Antenna Adapter Module Hardware; 360 MWIR Module; 360 VISNIR Module; HR-VISNIR/MWIR Module; UMM Adapter Module w/Cooler-IMU, MPH System Software	NSP	NSP	NSP
0005	In-board Computer System with Software	NSP	NSP	NSP
TOTAL ESTIMATED CONTRACT CONSIDERATION:		(b)(4)	(b)(4)	\$646,054.00

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- The research effort to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
- The Contractor shall conduct the research effort under CLIN 0001 in accordance with paragraphs 3.0 and 4.0 of Attachment Number 1, Statement of Work entitled "Modular Photonic Mast Housing"

3. The Contractor shall conduct the research effort under CLIN 0002 in accordance with paragraphs 5.0 and 6.0 of Attachment Number 1, Statement of Work entitled "Modular Photonic Mast Housing"

4. The Contractor shall conduct the research effort under CLIN 0003 in accordance with paragraphs 7.0 and 8.0 of Attachment Number 1, Statement of Work entitled "Modular Photonic Mast Housing."

SECTION D - PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance.

SECTION F - DELIVERIES OR PERFORMANCE

1. The research effort performed under CLIN 0001 shall be conducted from date of contract award through six (6) months thereafter.

2. If Option I is exercised, the research effort performed under CLIN 0002 shall be conducted during the period from the effective date of the option exercise through twenty-four (24) months thereafter.

3. If Option II is exercised, the research effort performed under CLIN 0003 shall be conducted during the period from the effective date of the option exercise through thirty (30) months thereafter.

4. CLIN 0004 shall be delivered F.O.B. Destination to the Program Officer at the address stated in paragraph 4 below.

5. CLIN 0005 shall be delivered F.O.B. Destination to the Program Officer at the address stated in paragraph 6 below.

6. Distribution, consignment and marking instructions for all reports and data shall be F.O.B. Destination in accordance with Enclosure Number 1 of Exhibit A. The address for the cognizant Program Officer is as follows:

Naval Research Laboratory (NRL)
Maritime Sensing Section
Attn: Jonathan Nichols, Code: 5673
4555 Overlook Avenue
Washington, DC 20375

Ref: Contract N00014-10-C-0246

SECTION G - CONTRACT ADMINISTRATION DATA

1. PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)

1.1 Submission of Invoices

PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for submitting payment requests, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at (http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information). The most useful guides are "Vendor Self Registration/Account Management" and "Cost Voucher".

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting payment requests must self-register in WAWF.

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. *(Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)*

Enter the Pay DODAAC and hit Submit.

Pay DoDAAC: [Use the 6 character "PAYMENT WILL BE MADE BY" CODE on page one of the award document]

Select the "Cost Voucher" invoice type within WAWF and hit Continue. This type of invoice fulfills any

requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

Issue Date: [Use the signed date of the award document]

IssueBy DoDAAC: [Use the 6 character "ISSUED BY" CODE on page one of the award document]

Admin DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

DCAA Auditor DoDAAC: [Look up via the AUDIT OFFICE LOCATOR at <http://www.dcaa.mil>. If you encounter any problems finding your cognizant audit office, write to dcaaweb@dcaa.mil or call ONR's DCAA liaison at (703) 696-2599]

Service Approver: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

LPO DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document] *(Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC is HQ0251 or begins with an 'N'; otherwise leave blank)*

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the "Misc Info" tab.

Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. - 0001AA) or Informational SLIN (e.g. - 000101), otherwise use the 4 character CLIN (e.g. - 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. *(Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN).*

After all required information is included, click on the "Create Document" button under the "Header" tab.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

(Note - since WAWF does not accept the use of multiple ACRNs with the same AAA or SDN for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF "Line Item" "Description" area to note the use of multiple invoices).

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3rd character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated. If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

1.2 Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, shall bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The ACO shall release 75% of the fixed fee reserve upon acceptance of deliverables identified in section F of this contract. The remaining 25% of the fixed fee reserve will be released after receipt of final rates, the contractor has satisfied all other contract terms and conditions, including the submission of final patent and royalty reports, and is not delinquent in submitting final vouchers of prior years' settlements.

1.3 Allotment of Funds

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$646,054.00; including an estimated cost of (b) (4) and a fixed fee of (b) (4).

(b) It is hereby understood and agreed that CLIN 0001 will not exceed a total amount of \$646,054.00; including an estimated cost of (b) (4) and a fixed fee of (b) (4). The total amount presently available for payment and allotted to CLIN 0001 of this contract is \$644,000.00; including an estimated cost of (b) (4) and a fixed fee of (b) (4). It is estimated that the amount allotted of \$644,000.00 will cover the period from date of award through six (6) months.

1.4 Payment Instructions for Multiple Accounting Classification Citations

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

Select Appropriate Instructions for This Contract	DFARS PGI Reference	Indicate applicable CLIN(s) or SLIN(s).	Instruction for Use
	252.204-0001 Line Item Specific: Single Funding (SEP 2009)		If there is only one source of funding for the contract line item (i.e., one ACRN)
X	252.204-002 Line Item Specific: Sequential ACRN Order (SEP 2009)	0001	If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order
	252.204-003 Line Item Specific: Contracting Officer Specified ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub- line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction
	252.204-004 Line Item Specific: by Fiscal Year (SEP 2009)		If there is more than one ACRN within a contract line item, [(i.e. informational sub- line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first
	252.204-005 Line Item Specific: by Cancellation Date (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub- line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first.

	252.204-006 Line Item Specific: Proration (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN.
If Line Item Specific funding is not appropriate, the contracting officer may select one of the contract wide specific instructions.			
	252.204-007 Contract-wide: Sequential ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in sequential ACRN order
	252.204-008 Contract-wide: Contracting Officer Specified ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in a specified ACRN order
	252.204-009 Contract-wide: by Fiscal Year (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in fiscal year order
	252.204-010 Contract-wide: by Cancellation Date ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated by cancellation date.
	252.204-011 Contract-wide: Proration (SEP 2009)	N/A	If the contract or order that provides for progress payments based on costs, or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN
	252.204-012 Contract-wide: Other (SEP 2009)	N/A	If none of the standard payment instructions identified above are appropriate, the contracting officer may insert other payment instructions, if they provide a significantly better reflection of how funds will be expended in support of contract performance; and are agreed to by the payment office and the contract administration office.

2. PROCURING OFFICE REPRESENTATIVES

In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator – Kenesha Y. Hargrave, BD251, (703) 696-5345, DSN 426-5345, E-Mail Address: kenesha.y.hargrave@navy.mil

Inspection and Acceptance- Michael Duncan, (703) 696-5787, DSN 426-5787, E-Mail Address: michael.d.duncan2@navy.mil

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177, E-Mail Address: diana.pacheco@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000, john.forrest@navy.mil

The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

3. TYPE OF CONTRACT

This is a cost-plus-fixed-fee completion contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. ONR 5252.235-9714 REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

2. INVENTION DISCLOSURES AND REPORTS

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer.

3. **ONR 5252.237-9705 KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance forty-five (45) days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name
Principal Investigator	(b) (6) [REDACTED]
Optics Design	(b) (6) [REDACTED]
Senior Mechanical Engineer	(b) (6) [REDACTED]
Senior Software Engineer	(b) (6) [REDACTED]

4. **ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)**

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the

objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction

5. GOVERNMENT FURNISHED INFORMATION (GFI)

In the performance of the work hereunder, the Government shall furnish the Contractor on a rent-free, non-interference basis, Government Furnish Information (GFI) entitled, Specification 435I-07-102 Revision D Photonics Mast Performance Specification (ISIS VARIANT) accountable under Contract Number N00014-10-C-0246 provided, however, this information shall be used only to the extent that such use will not interfere with the performance of that contract for which this information was originally provided.

The aforementioned Government Furnished Information (GFI) is currently under review with the Program Officer. Once the GFI has been approved, the document will therefore be incorporated into the contract via contract modification.

6. INDIVIDUAL SUBCONTRACTING PLAN

Panavision Federal System, LLC Individual Subcontracting Plan is incorporated as Attachment Number 2 to the contract.

7. CONSENT TO SUBCONTRACT AND/OR HIRE CONSULTANTS

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

Identified Subcontractor	Estimated Cost
Panavision Imaging, LLC	(b)(4)

Identified Consultant	Estimated Time	Rate Per Day	Estimated Cost
Caldwell Photogenic	(b)(4)	(b)(4)	(b)(4)

The preceding listing shall constitute the written consent of the Contracting Officer required by Paragraphs (c), (d) and (e) of the contract clause at FAR 52.244-2 entitled "Subcontracts". The Contracting Officer's written consent to subcontract is required for:

- (i) services acquired under a cost-reimbursement, time-and-materials, or labor-hour type subcontract or agreement;
- (ii) fixed price contracts that exceed the greater of \$100,000 or 5 percent of the total estimated cost of the contract;

This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (f) (1) (i) through (vii).

SECTION I - CONTRACT CLAUSES

(September 14, 2010)

COST-PLUS-FIXED-FEE

* Attention: Prime Contractors. If a subaward is made to an educational institution, Prime Contractors are directed to please refer to the ONR Model Award for appropriate flow-down clauses to universities. See <http://www.onr.navy.mil>; click on Contracts & Grants; and then click on Model Awards. Finally click on Flow Down Clauses for Educational Institutions.

(A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>
http://farsite.hill.af.mil/farsite_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- * Applies when contract action exceeds \$10,000
- *** Applies when contract action exceeds \$25,000
- ^ Applies when contract action exceeds \$30,000
- ** Applies when contract action exceeds \$100,000
- + Applies when contract action exceeds \$500,000
- ++ Applies when contract action exceeds \$550,000 and subcontracting possibilities exist. Small Business Exempt.
- # Applies when contract action exceeds \$650,000

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

** FAR 52.202-1	Definitions (JUL 2004)
** FAR 52.203-3	Gratuities (APR 1984)
** FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
** FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
** FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
** FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
** FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
** FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
** FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-7	Central Contractor Registration (APR 2008)
FAR 52.204-8	Annual Representations and Certifications (FEB 2009)
***FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
^ FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
+ FAR 52.209-7	Information Regarding Responsibility Matters (APR 2010)
FAR 52.211-15	Defense Priority and Allocation Requirements (APR 2008)
** FAR 52.215-2	Audit and Records – Negotiations (MAR 2009)
FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
# FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (OCT 1997) (The clause is applicable to subcontracts over \$650,000.)
# FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable to subcontracts over \$650,000 only)

** FAR 52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
# FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
# FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
# FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
# FAR 52.215-23	Limitations on Pass-Through Charges (OCT 2009)
FAR 52.216-7	Allowable Cost and Payment (DEC 2002)
FAR 52.216-8	Fixed Fee (MAR 1997)
** FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns (JUL 2005)
** FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)(DEVIATION)
FAR 52.219-28	Post-Award Small Business Representation (APR 2009)
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
** FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
FAR 52.222-3	Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)
** FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (MAR 2007)
** FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006).
** FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
** FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)
** FAR 52.222-54	Employment Eligibility Verification (JAN 2009) (Does not apply when work is performed outside the United States)
** FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
** FAR 52.227-1	Authorization and Consent (DEC 2007) Alternate I (APR 1984)
** FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
** FAR 52.232-17	Interest (OCT 2008)
FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
FAR 52.232-25	Prompt Payment (OCT 2008) and Alternate I (FEB 2002) (The words "the 30 th day" are inserted in lieu of "the 7 th day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does not apply] [Alternate I applies when awarding a cost reimbursement contract for services]
FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)

FAR 52.233-1	Disputes (JULY 2002)
FAR 52.233-3	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
# FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)
FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
** FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop Work Order (AUG 1989) and Alternate I (APR 1984)
** FAR 52.244-2	Subcontracts (JUN 2007)
** FAR 52.244-5	Competition in Subcontracting (DEC 1996)
FAR 52.244-6	Subcontracts for Commercial Items (APR 2010)
FAR 52.245-1	Government Property (AUG 2010)
FAR 52.245-9	Use and Charges (AUG 2010)
FAR 52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
FAR 52.249-14	Excusable Delays (APR 1984)
FAR 52.251-1	Government Supply Sources (AUG 2010)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2)
CLAUSES:

DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (JAN 2009)
** DFARS 252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
DFARS 252.204-7003	Control of Government Work Product (APR 1992)
DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
DFARS 252.204-7007	Alternate A, Annual Representations and Certifications (MAY 2010)
DFARS 252.204-7008	Export-Controlled Items (APR 2010)
DFARS 252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol (JAN 2009)
** DFARS 252.209-7001	Disclosure of Ownership of Control by the Government of a Terrorist Country (JAN 2009)
** DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
DFARS 252.211-7003	Item Identification and Valuation (AUG 2008) (Applicable if the contract includes items (1) with a unit cost of \$5000 or more or (2) that will be serially managed or controlled inventory)
DFARS 252.211-7007	Reporting of Government - Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
# DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
DFARS 252.225-7004	Reporting of Contract Performance Outside the United States and Canada-Submission After Award(MAY 2007)
** DFARS 252.225-7012	Preference for Certain Domestic Commodities (JUN 2010)

** DFARS 252.225-7013	Duty-Free Entry (OCT 2006)
DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 2005)
+ DFARS 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Use in solicitations and contracts for supplies or services exceeding \$500,000 in value.)
DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (NOV 1995)
DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software (JUN 1995)
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
DFARS 252.227-7030	Technical Data – Withholding of Payment (MAR 2000)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.232-7003	Electronic Submissions of Payment Requests (MAR 2008)
** DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2008)
** DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002)
** DFARS 252.247-7024	Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.)
DFARS 252.251-7000	Ordering from Government Supply Sources (NOV2004)

(B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://www.arnet.gov/far/>

X	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010) (Applicable in solicitations and contracts if the value is expected to exceed \$5,000,000 and the performance period is 120 days or more.)
X	FAR 52.203-14	Display of DoD Hotline Poster(s) (DEC 2007) (Applicable only when contract action exceeds \$5 million or when any modification increases contract amount to more than \$5 million)
	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form

		254, Contract Security Classification Specification, is issued to the contractor)
	FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
X	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006) (Applicable to contracts exceeding \$30,000 in value.)
X	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)(Applicable if the contractor does not propose facilities capital cost of money in the offer)
X	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) (Applicable to 'contracts' if cost or pricing data or information other than cost or pricing data will be required for modifications)
X	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a)[6 months], in second blank of paragraph (a) [1 day], and in paragraph (c), insert [1 day] (Applicable if contract contains line item(s) for option(s)) (Complete the spaces in brackets)
	FAR 52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)
	FAR 52.219-6	Notice of Total Small Business Set-Aside (JUN 2003)
	FAR 52.219-7	Notice of Partial Small Business Set-Aside (JUN 2003) and Alternate I (OCT 1995) Alternate II (MAR 2004)
X	FAR 52.219-9	Small Business Subcontracting Plan (APR 2008)(DEVIATION) (Use in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$550,000, and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program or DFARS 252.219-7004 is included.)
	FAR 52.219-10	Incentive Subcontracting Program (OCT 2001) (Applicable at the PCO's discretion to contract actions exceeding \$550,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
X	FAR 52.219-16	Liquidated Damages- Subcontracting Plan (JAN 1999)(Use in all solicitations and contracts containing the clause at 52.219-9)(Note: <u>do not use</u> in contracts with contractors that have comprehensive subcontracting plans approved under the test program)
	FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008)(DEVIATION) (Applicable if contract includes FAR 52.219-24)
	FAR 52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting Program (OCT 2000) (Applicable at the PCO's discretion to contract actions exceeding \$100,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
	FAR 52.222-20	Walsh Healy Public Contracts Act (DEC 1996) (Applicable if the

		contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000)
	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)
	FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$100,000 or at any value when the contract is awarded to an individual)
	FAR 52.230-2	Cost Accounting Standards (OCT 2008) (Applicable when contract amount is over \$650,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2008) (Applicable in negotiated contracts when the contract amount is over \$650,000, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix))
	FAR 52.230-6	Administration of Cost Accounting Standards (MAR 2008) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
	FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
	FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
	FAR 52.245-2	Government Property Installation Operation Services (AUG 2010) (Insert the clause in service contracts to be performed on a Government installation when Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement)
	DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991) (Applicable when appointment of a Contracting Officer's Representative (COR) is anticipated.)
	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Use in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.) (ONR requires 30 days to review information)
	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
	DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases total contract amount to more than \$1,000,000)

	DFARS 252.215-7002	Cost Estimating System requirements (DEC 2006) (Applicable only to contract actions awarded on the basis of certified cost or pricing data)
	DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (Use this clause in solicitations and contracts that contain the clause FAR 52.219-9, Small Business Subcontracting Plan)
	DFARS 252.219-7004	Small Business Subcontracting Plan (Test Program) (APR 2007)(Use in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702, instead of the clauses at 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), FAR 52.219-9, Small Business Subcontracting Plan and FAR 52.219-16, Liquidated Damages -- Subcontracting Plan (JAN 1999))
X	DFARS 252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements (MAY 2010)(Use in all solicitations and contracts valued in excess of \$1million utilizing funds appropriated or otherwise made available by the FY10 Defense Appropriations Act)
	DFARS 252.222-7999	Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (DEVIATION) (FEB 2010) (Applicable in all contracts in excess of \$1M utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act)
X	DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.
	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7021, or 252.225-7036.)
	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (JUN 2005) (Applicable when clause at DFARS 252.225-7001, 252.227-7021, or 252.227-7036 applies)
	DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings (MAR 2006) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
	DFARS 252.225-7997	Additional Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION) (AUG 2010) (Applicable in all new solicitations and resultant contracts performed in Iraq or Afghanistan.
	DFARS 252.235-7004	Protection of Human Subjects (JUL 2009) (Applicable in solicitations and contracts that include or may include research involving human subjects)

	DFARS 252.242-7004	Material Management and Accounting System (JUL 2009) (Applicable to contract actions exceeding \$100,000) (Not applicable for contracts awarded to small businesses, educational institutions, or nonprofit organizations)
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(C) COST-PLUS-FIXED-FEE-RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to Cost-Plus-Fixed-Fee Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (** - applies to contract actions exceeding \$100,000)

FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate V (APR 1984)
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
** FAR 52.246-23	Limitation of Liability (FEB 1997)
DFARS 252.235-7010	Acknowledgement of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)

The following FAR and DFARS clauses for Cost-Plus-Fixed-Fee Research and Development Contracts only apply when specifically marked with a check (x):

	FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254)
	FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or non profit organization)
X	DFARS 252.227-7038	Patents – Ownership by the Contractor (Large Business) (DEC 2007)
	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applied when FAR 52.227-11 applies)
	DFARS 252.235-7002	Animal Welfare (DEC 1991)

SECTION J - LIST OF ATTACHMENTS

1. EXHIBIT A entitled "Contract Data Requirements List" (DD Form 1423) – 7 Pages with Enclosure Number 1, entitled "Contract Data Requirements List - Instructions for Distribution."
2. Attachment Number 1, "Statement of Work entitled "Modular Photonic Mast Housing." – 8 Pages.
3. Attachment Number 2, entitled, Individual Subcontracting Plan, 8 Pages.
4. Attachment Number 3, entitled, "Report Documentation Page" (SF 298) - 1 Page.
5. Attachment Number 4, entitled, "Financial Accounting Data Sheet" – 4 Pages.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

1. The Contractor's ORCA validation dated from: 02/09/2010 to: 02/09/2011 is hereby incorporated into this contract by reference. The ONR Contract Specific Representations and Certifications, dated 15 June 2010 are hereby incorporated by reference.

**ENCLOSURE NUMBER 1
CONTRACT DATA REQUIREMENTS LIST
INSTRUCTIONS FOR DISTRIBUTION**

DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT
(A SF 298 must accompany the final report)

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
Program Officer: Michael Duncan ONR Code 312 E-Mail: Michael.d.duncan2@navy.mil	N00014	1	1
Administrative Contracting Officer*	S0512A	1	1
Director, Naval Research Lab Attn: Code 5596 4555 Overlook Avenue, SW Washington, D.C. 20375-5320 E-mail: reports@library.nrl.navy.mil	N00173	1	1
Defense Technical Information Center 8725 John J. Kingman Road STE 0944 Ft. Belvoir, VA 22060-6218 E-mail: tr@dtic.mil	HJ4701	1	1

* Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS IS PREFERRED AND ENCOURAGED. ELECTRONIC SUBMISSION SHOULD BE SENT TO THE E-MAIL ADDRESSES PROVIDED IN THE ABOVE TABLE, HOWEVER PLEASE NOTE THE FOLLOWING:

- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents please send them in on a disk or sign up for DTIC's web-based document submission system at <http://www.dtic.mil>. DTIC prefers .pdf, .tif, and .ps files; however, other formats will also be accepted. **NOTE:** DTIC can no longer accept the following file types via email: password

Contract Number: N00014-10-C-0246

protected, zipped or compressed files, file with the extensions: *.vbs, *.cmd, *.exe, *.bat, *.com, *.mp3, *.eml and *.dll.

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

DISTRIBUTION OF PROGRESS REPORTS, which are NOT, Technical Reports

The minimum distribution for reports that are not technical reports is as follows:

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
Program Officer: Michael Duncan ONR Code:312 E-Mail: Michael.d.Duncan2@navy.mil Office of Naval Research 875 North Randolph St. Arlington, VA 22203-1995	N00014	1	1
Administrative Contracting Officer*	S05121A	1	1

*Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO.
0001, 0002, and 0003 (if exercised)

B. EXHIBIT
A

C. CATEGORY
TDP TM OTHER X

D. SYSTEM/ITEM
Affordable Modular Panoramic Photonics Mast
Product - Modular Photonics Mast

E. CONTRACT/PR NO.
N00014-10-C-0246

F. CONTRACTOR
Panavision Federal Systems

1. DATA ITEM NO.
A001

2. TITLE OF DATA ITEM
Kickoff Meeting Minutes

3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE
See Statement of Work
Tasks 3.0 through 4.0

6. REQUIRING OFFICE
See Section F

7. DD 250 REQ

8. DIST STATEMENT REQUIRED
D

9. AS OF DATE
AWARD

10. FREQUENCY
ONCE

11. DATE OF FIRST SUBMISSION
7 days after meeting

12. DATE OF SUBSEQUENT SUBMISSION
None

13. DISTRIBUTION

14. ADDRESSEE

15. COPIES
Draft Final
Reg Repr

16. REMARKS
The Contractor shall provide minutes of the kickoff meeting within 7 days after it occurs.

See Enclosure #1

15. TOTAL

1. DATA ITEM NO.
A002

2. TITLE OF DATA ITEM
Monthly Financial and Technical Progress Reports

3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE
See Statement of Work
Tasks 3.0 through 8.0

6. REQUIRING OFFICE
See Section F

7. DD 250 REQ

8. DIST STATEMENT REQUIRED
D

9. AS OF DATE
AWARD

10. FREQUENCY
MO

11. DATE OF FIRST SUBMISSION
30 DACA

12. DATE OF SUBSEQUENT SUBMISSION
15TH of each month

13. DISTRIBUTION

14. ADDRESSEE

15. COPIES
Draft Final
Reg Repr

16. REMARKS
The Contractor shall delivery monthly status reports summarizing the accomplishments achieved and a breakdown of the expenditures to date, a summary of the total expenditures as compared to the contract price, and the estimated cost to complete the research effort. The reports shall also contain the results of the mission simulation and implementation and validation tests. This report shall include status of the program, and information of potential problem areas and all options exercised on this contract. This report shall include Contractor's name and address, Contract number, Report date, Title of task, location and time of performance, Problem(s) encountered, corrective action required and failure and repair data, Status of each directed task, Cost data, and funding status, Contractor's format is acceptable.

See Enclosure #1

15. TOTAL

G. PREPARED BY
Michael Duncan

H. DATE
18 August
2010

I. APPROVED BY
Kenesha Y. Hargrave

J. DATE
2 September
2010

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003 (if exercised)				B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> X			
D. SYSTEM/ITEM Affordable Modular Panoramic Photonics Mast Product - Modular Photonics Mast				E. CONTRACT/PR NO. N00014-10-C-0246		F. CONTRACTOR Panavision Federal Systems			
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM System/Subsystem Design Document (SSDD) Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE See Statement of Work Tasks 3.0 through 8.0		6. REQUIRING OFFICE See Section F			
7. DD 250 REQ		8. DIST STATEMENT REQUIRED D		10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION 120 DACA		14. DISTRIBUTION	
8. APP CODE *LT				11. AS OF DATE AWARD		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		14. DISTRIBUTION	
								b. ADDRESSEE	
								Draft	
								Final	
								Reg	
								Repro	
16. REMARKS The Contractor shall develop and deliver the System/Sub-System Design Document (SSDD). This document defines the architecture of the system and sub-systems for both hardware and software configuration items (HWCI and CSCI). The Contractor shall map the requirements from the SRVM and System Specification to the architecture described in the SSDD.								15. TOTAL	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Preliminary Design Review Presentation Slides				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE See Statement of Work Tasks 3.0 through 8.0		6. REQUIRING OFFICE See Section F			
7. DD 250 REQ		8. DIST STATEMENT REQUIRED D		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION 2 weeks prior to PDR review		14. DISTRIBUTION	
8. APP CODE *LT				11. AS OF DATE AWARD		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		14. DISTRIBUTION	
								b. ADDRESSEE	
								Draft	
								Final	
								Reg	
								Repro	
16. REMARKS The Preliminary Design Review (PDR) will be conducted no later than one hundred-eighty (180) days after contract award. The Contractor shall present the overall design strategy planned architecture. The Contractor shall also detail technical and schedule risk areas. The Contractor shall present the overall design strategy and planned architecture. The Contractor shall also detail technical and schedule risk areas. Items to be addressed shall include: System Requirements Verification Matrix (SRVM), System Segmentation, Major Interfaces (mechanical, electrical, fiber optic) between segments, any Development Design Studies, Preliminary Outline Drawings and Sketches, and discussion of risks associated with Environmental Requirements, Thermal Management, Electromagnetic Interference & Compatibility (EMI/EMC), Electrical Power, DC & RF grounding, Packaging & Handling, Transportability, Safety Engineering Considerations, Security Considerations, Preliminary Parts List, Reliability Studies, Maintainability Plan, Preliminary Weight, Producibility, Modularity, Upgradeability, Obsolescence, Human Engineering (operation & troubleshooting), Built-in-Test (BIT) & Built-in-Test Equipment (BITE), Special Support and Test Equipment (SST&E), and Long-Lead Items.								15. TOTAL	
G. PREPARED BY Michael Duncan				H. DATE 18 August 2010		I. APPROVED BY Kenesha Y. Hargrave		J. DATE 2 September 2010	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003 (if exercised)				B. EXHIBIT A		C. CATEGORY TDP TM OTHER X			
D. SYSTEM/ITEM Affordable Modular Panoramic Photonics Mast Product - Modular Photonics Mast				E. CONTRACT/PR NO. N00014-10-C-0246		F. CONTRACTOR Panavision Federal Systems			
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM System Specification Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE See Statement of Work Tasks 3.0 through 8.0		6. REQUIRING OFFICE See Section F			
7. DD 256 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION 2 weeks prior to PDR Review		14. DISTRIBUTION			
8. APP CODE *LT	D	11. AS OF DATE AWARD		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		a. ADDRESSEE		b. COPIES	
16. REMARKS The System Specification shall include Scope, Applicable Documents, and Requirements for System Architecture, States and Modes of Operation, Interfaces, Performance, Safety, Environmental, System Quality, design and construction, system security, and the System Requirements Verification Matrix.						See Enclosure #1			
		15. TOTAL							
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Critical Design Review (CDR) Presentation Slides				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE See Statement of Work Tasks 3.0 through 8.0		6. REQUIRING OFFICE See Section F			
7. DD 256 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION 23 months after Option I Exercised		14. DISTRIBUTION			
8. APP CODE *LT	D	11. AS OF DATE AWARD		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		a. ADDRESSEE		b. COPIES	
16. REMARKS The Contractor shall present top-level drawings and parts list to the sub-assembly level. The Contractor shall also present analysis detailing system performance and maintenance philosophy. The Contractor shall present detailed drawings or models and parts lists of the MPH and associated electronics and may utilize any GFI. The Contractor shall also present analysis detailing system performance and maintenance philosophy. Items to be addressed at CDR shall include: Electrical Design including Schematics, Mechanical Design, Environmental Requirements, Thermal Management, EMI, DC & RF grounding, Electrical interfaces, Mechanical Interfaces, Weight, Updated Reliability Study, Obsolescence Predictions, Maintainability, Upgradeability, System Safety Engineering, System Security, Transportability, Packaging & Handling, Test Results, Bread-boards or Prototyping Hardware, Design Analysis.						See Enclosure #1			
		15. TOTAL							
G. PREPARED BY Michael Duncan				H. DATE 18 August 2010		I. APPROVED BY Kenesha Y. Hargrave		J. DATE 2 September 2010	

17. PRICE GROUP

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CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003 (if exercised)	B. EXHIBIT A	C. CATEGORY TDP TM OTHER X
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D. SYSTEM/ITEM Affordable Modular Panoramic Photonics Mast Product -- Modular Photonics Mast	E. CONTRACT/PR NO. N00014-10-C-0246	F. CONTRACTOR Panavision Federal Systems
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1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Factory Acceptance Test (FAT) Document	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE See Statement of Work Tasks 3.0 through 8.0	6. REQUIRING OFFICE See Section F
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED D	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 27 months after Option II Exercised	14. DISTRIBUTION												
8. APP CODE *LT		11. AS OF DATE AWARD	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	<table><tr><td>a. ADDRESSEE</td><td colspan="3">b. COPIES</td></tr><tr><td></td><td>Draft</td><td>Final</td><td></td></tr><tr><td></td><td></td><td>Reg</td><td>Repro</td></tr></table>	a. ADDRESSEE	b. COPIES				Draft	Final				Reg	Repro
a. ADDRESSEE	b. COPIES															
	Draft	Final														
		Reg	Repro													

16. REMARKS The Contractor shall develop a Factory Acceptance Test Procedure (FAT) Document. The test procedures shall fully describe all procedures, test setups, and test equipment, and shall include data sheets to provide for the complete documentation of test results. Contractor's format is acceptable.	15. TOTAL
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1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Test Plan	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE See Statement of Work Task 7.0	6. REQUIRING OFFICE See Section F
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION 180 days after Option II exercised	14. DISTRIBUTION												
8. APP CODE *LT		11. AS OF DATE AWARD	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	<table><tr><td>a. ADDRESSEE</td><td colspan="3">b. COPIES</td></tr><tr><td></td><td>Draft</td><td>Final</td><td></td></tr><tr><td></td><td></td><td>Reg</td><td>Repro</td></tr></table>	a. ADDRESSEE	b. COPIES				Draft	Final				Reg	Repro
a. ADDRESSEE	b. COPIES															
	Draft	Final														
		Reg	Repro													

16. REMARKS The Contractor shall develop an overall test plan to include laboratory, field testing. The Contractor shall conduct all examinations and tests required in the SRVM and production requirements, in accordance with test plans and procedures prepared by the contractor and approved by the Program Officer. Test procedures shall fully describe all procedures, test setups, and test equipment, and shall include data sheets to provide for the complete documentation of test results. All plans and procedures will be subject to approval by the procuring activity. Contractor's format is acceptable.	15. TOTAL
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G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP

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TOTAL PRICE

Michael Duncan

18 August
2010

Kenesha Y. Hargrave

2 September
2010**CONTRACT DATA REQUIREMENTS LIST**

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003 (if exercised)	B. EXHIBIT A	C. CATEGORY TDP TM OTHER X
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D. SYSTEM/ITEM Affordable Modular Panoramic Photonics Mast Product - Modular Photonics Mast	E. CONTRACT/PR NO. N00014-10-C-0246	F. CONTRACTOR Panavision Federal Systems
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1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Software Design Document (SDD)	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE See Statement of Work Tasks 5.7 and 8.0	6. REQUIRING OFFICE See Section F
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7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 180 DACA	14. DISTRIBUTION		
8. APP CODE *LT	D	11. AS OF DATE AWARD	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS The report shall describe the software modules defined in the SSDD and shall cover as a minimum the Graphical User Interface, Image processing modules, Control module, Interface Design Description (IDD) for internal and external communications.	15. TOTAL
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1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM Final Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE See Statement of Work Tasks 3.0 through 8.0	6. REQUIRING OFFICE
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7. DD 250 REQ N/A	8. DIST STATEMENT REQUIRED	10. FREQUENCY One/R	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION		
8. APP CODE *LT	D	11. AS OF DATE AWARD	13. DATE OF SUBSEQUENT SUBMISSION NONE	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS Inspection and acceptance is required by the Program Officer. The type of voucher in WAWF specified in Section G will be used as a Material Inspection and Receiving Report in lieu of a DD Form 250. Information copies shall be sent to the appropriate parties in accordance with Enclosure Number 1. This report shall include a description of all tasks performed, accomplishments of the program, make recommendations for future technology or research, and contain a breakdown of all contract costs. Block 11: The final report shall be delivered no later than the end date specified in Section F of the Contract.	15. TOTAL
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G. PREPARED BY Michael Duncan	H. DATE 18 August 2010	I. APPROVED BY Kenesha Y. Hargrave	J. DATE 2 September 2010
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CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003 (if exercised)				B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> X			
D. SYSTEM/ITEM Affordable Modular Panoramic Photonics Mast Product - Modular Photonics Mast				E. CONTRACT/PR NO. N00014-10-C-0246		F. CONTRACTOR Panavision Federal Systems			
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM Program Management Plan				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Statement of Work Tasks 3.0 through 8.0			6. REQUIRING OFFICE See Section F			
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE *LT	D	11. AS OF DATE AWARD		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		a. ADDRESSEE		b. COPIES	
16. REMARKS The Program Management Plan (PMP) shall describe overall program structure, deliverables, related management plans and procedures, and methods used to plan, monitor, control, and improve program development efforts.						See Enclosure #1			
				15. TOTAL					
1. DATA ITEM NO. A012		2. TITLE OF DATA ITEM Image Processing/Control Unit Design Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Statement of Work Task 3.7			6. REQUIRING OFFICE See Section F			
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES	
		AWARD		AS REQUIRED					
16. REMARKS The report shall include the COTS architecture with respect to External interfaces, persistent storage, CPU, GPU, memory, operating system, display, human interface, and internal bus structures and bandwidths. Contractors format acceptable.						See Enclosure #1			
				15. TOTAL					
G. PREPARED BY Michael Duncan			H. DATE 18 August 2010		I. APPROVED BY Kenesha Y. Hargrave		J. DATE 2 September 2010		

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(2 Data Items)

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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003 (if exercised)	B. EXHIBIT A	C. CATEGORY TDP TM OTHER X
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D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM Universal Module Interface Control Document Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE See Statement of Work Task 5.1	6. REQUIRING OFFICE See Section F
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7. DD 250 REQ	8. DIST STATEMENT REQUIRED D	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 60 days after Critical Design Review (CDR)	14. DISTRIBUTION
9. APP CODE *LT		11. AS OF DATE AWARD	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE
				b. COPIES
				Draft
				Final
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				Repro

16. REMARKS The Contractor shall provide a report to finalize the design of a Universal Module Interface and use the design in all subsequent mast module designs. Contractor's format is acceptable.	15. TOTAL
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1. DATA ITEM NO. A014	2. TITLE OF DATA ITEM System Analysis Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE See Statement of Work Task 3.8	6. REQUIRING OFFICE See Section F
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7. DD 250 REQ	8. DIST STATEMENT REQUIRED D	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 60 Days after Critical Design Review (CDR)	14. DISTRIBUTION
9. APP CODE *LT		11. AS OF DATE AWARD	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE
				b. COPIES
				Draft
				Final
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				Repro

16. REMARKS The Contractor shall submit the system analysis report to include the planned operational usage, maintainability, and environmental factors. Contractor's format is acceptable.	15. TOTAL
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G. PREPARED BY Michael Duncan	H. DATE 18 August 2010	I. APPROVED BY Kenesha Y. Hargrave	J. DATE 2 September 2010
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CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003 (if exercised)				B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER X					
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR			
1. DATA ITEM NO. A015		2. TITLE OF DATA ITEM System Requirements Verification Matrix (SRVM) Report						3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE See Statement of Work Task 3.1				6. REQUIRING OFFICE See Section F			
7. DD 250 REQ		8. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION 2 Weeks Prior to PDR Review		14. DISTRIBUTION			
8. APP CODE *LT		D		11. AS OF DATE AWARD		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		a. ADDRESSEE		b. COPIES	
16. REMARKS The Contractor shall develop the SRVM that contains all of the requirements for the system and subsystems and the methods of verification.								Draft		Final	
15. TOTAL											
1. DATA ITEM NO. A016		2. TITLE OF DATA ITEM System Design and Documentation Update Report						3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE See Statement of Work Task 7.15				6. REQUIRING OFFICE See Section F			
7. DD 250 REQ		8. DIST STATEMENT REQUIRED		10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION 30 months after Option II exercised		14. DISTRIBUTION			
8. APP CODE *LT		D		11. AS OF DATE AWARD		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		a. ADDRESSEE		b. COPIES	
16. REMARKS The report shall include updates to the System Performance Specification after delivery of the System and after the Post Test Review for Government approval. Test results shall be used to refine and update the specification. The Contractor shall prepare and deliver a System Drawing Package. All drawings, hardcopy and electronic submittals, delivered to the Government must be signed and dated by the Contractor. Contractor's format is acceptable.								Draft		Final	
15. TOTAL											
G. PREPARED BY Michael Duncan				H. DATE 18 August 2010		I. APPROVED BY Kenesha Y. Hargrave				J. DATE 2 September 2010	

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**ENCLOSURE NUMBER 1
CONTRACT DATA REQUIREMENTS LIST
INSTRUCTIONS FOR DISTRIBUTION**

DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT
(A SF 298 must accompany the final report)

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
Program Officer: Michael Duncan ONR Code 312 E-Mail: Michael.d.duncan2@navy.mil	N00014	1	1
Administrative Contracting Officer*	S0512A	1	1
Director, Naval Research Lab Attn: Code 5596 4555 Overlook Avenue, SW Washington, D.C. 20375-5320 E-mail: reports@library.nrl.navy.mil	N00173	1	1
Defense Technical Information Center 8725 John J. Kingman Road STE 0944 Ft. Belvoir, VA 22060-6218 E-mail: tr@dtic.mil	HJ4701	1	1

* Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS IS PREFERRED AND ENCOURAGED. ELECTRONIC SUBMISSION SHOULD BE SENT TO THE E-MAIL ADDRESSES PROVIDED IN THE ABOVE TABLE, HOWEVER PLEASE NOTE THE FOLLOWING:

- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents please send them in on a disk or sign up for DTIC's web-based document submission system at <http://www.dtic.mil>. DTIC prefers .pdf, .tif, and .ps files; however, other formats will also be accepted. **NOTE:** DTIC can no longer accept the following file types via email: password

protected, zipped or compressed files, file with the extensions: *.vbs, *.cmd, *.exe, *.bat, *.com, *.mp3, *.eml and *.dll.

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

DISTRIBUTION OF PROGRESS REPORTS, which are NOT, Technical Reports

The minimum distribution for reports that are not technical reports is as follows:

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
Program Officer: Michael Duncan ONR Code:312 E-Mail: Michael.d.Duncan2@navy.mil Office of Naval Research 875 North Randolph St. Arlington, VA 22203-1995	N00014	1	1
Administrative Contracting Officer*	S05121A	1	1

*Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

ATTACHMENT NUMBER 1

STATEMENT OF WORK MODULAR PHOTONICS MAST HOUSING

1.0 BACKGROUND

The Office of Naval Research (ONR) requires a Modular Photonics Mast Housing (MPH) to be incorporated into the Virginia Class Submarines. The primary goal of this program is to achieve improved Reliability, Maintainability & Accountability (RM&A) measured against current performance. To that extent, the key objectives include building the system modular, capable of plug-and-play, and without external seal and rotary joint.

2.0 SCOPE

The program using modular, multiple camera based, 360 visible and Mid Wave Infrared (MWIR) modules and modular high resolution pointing imagers using internal rotating and tilting mechanism. The key components of the proposed approach are:

- Universal Module Interface that allows mating of any module to any other module
- 360 degree Visible Near Infrared (VISNIR) Module with 6 high resolution, low noise cameras that allows viewing of the entire 360 horizontal field-of-view simultaneously, without scanning or sweeping (minimal exposure during initial "look")
- 360 degree Mid Wave Infrared (MWIR) Module with 4 MWIR cameras that allows viewing of the entire 360 horizontal field-of-view without scanning or sweeping
- High Resolution VISNIR/MWIR Module that can point to region of interest with high magnification, which has co-bore-sighted high resolution VISNIR camera and MWIR camera on an *internal* rotating and tilting mechanism for elevation and azimuth control, eliminating the need for external seal and rotary joint.

These modules stacked together offer 360 degree horizontal detection and identification capabilities without the use of external rotating structure. In addition, the modules are completely interchangeable and allow mixing and matching for mission-specific applications.

The proposed modular system is designed with minimal impact to the existing infrastructure of Virginia Class Submarines: No modification is required for Antenna (Patriot or PEPI 3) and a minor modification is required for the dip loop and hull penetrators, namely an addition of a single mode optical fiber.

Each module is designed to conform to the diameter of Type 18. Hence, the assembled modular mast will have much less exposure than the existing Photonic Mast.

The flexibility of the Universal Module interface allows a module to be configured with any other types of cameras and functions, e.g., Short Wave Infrared (SWIR) camera or SWIR Hyper-spectral camera.

These proposed modules build upon Panavision Federal Systems previous and on-going projects including OSP and DP360. Hence, the risk is highly mitigated since all the cumulative know-how and lessons-learned will be directly applicable to this program.

3.0 BASE REQUIREMENTS- Concept Refinement

The Contractor shall review the system requirements for the MPH with ONR and develop a set of design documents for it. The Contractor shall perform the following tasks:

3.1 System Requirements Verification Matrix (SRVM)

The Contractor shall develop the System Requirements Verification Matrix (SRVM). The SRVM shall contain all of the requirements for the system and sub-systems and the methods of verification.

3.2 System Performance Specification

The Contractor shall develop and deliver the System Performance Specification based on the SRVM. The System Performance Specification shall include Scope, Applicable Documents, and Requirements for System Architecture, States and Modes of Operation, Interfaces, Performance, Safety, Environmental, System Quality, design and construction, system security, and the System Requirements Verification Matrix.

3.3 System/Sub-System Design Document (SSDD)

The Contractor shall develop and deliver the System/Sub-System Design Document (SSDD). This document defines the architecture of the system and sub-systems for both hardware and software configuration items (HWCI and CSCI). The Contractor shall map the requirements from the SRVM and System Specification to the architecture described in the SSDD.

3.4 Program Management

The Contractor shall develop and implement a Program Management Plan. Program Management Review (PMR) meetings shall be conducted no more than thirty days after Contract Award (CA); and quarterly thereafter. These reviews shall be conducted for the purpose of reviewing program progress including problem areas, planned activities, technical, logistics, cost, and schedule. During PMRs, the Contractor shall make available in-process documentation and hardware if requested by the procuring activity. The Contractor shall provide the Program Management necessary to ensure the timely and efficient performance of all tasks required by this SOW. The Contractor will hold monthly program reviews with development staff. The Contractor shall document progress of work in a Contractor's Progress, Status and Management Report.

3.5 Universal Module Interface Design

The Contractor shall develop preliminary designs for the Universal Module Interface (UMI). The interface shall include the pressure proof mechanical interconnecting method, the cooling method and interconnect, electrical, and fiber communications methods. The Universal Module Interface shall be documented in an UMI Interface Control Document.

3.6 Preliminary Mast Module Designs

The Contractor shall develop preliminary designs for mast modules. The Mast Modules include the Antenna Adapter Module, 360 MWIR Module, 360 VISNIR Module, High Resolution (HR) 360 VISNIR/MWIR Module, and the UMM Adapter. The Contractor shall detail the preliminary design of each of these modules to include power estimates, weight estimates, volume estimates, reliability analysis, single point of failure analysis, hydrodynamic stress analysis.

3.7 Image Processing/Control Unit Design

The Contractor shall develop preliminary Image Processing/Control Unit. The Image Processing/Control Unit shall be commercial off the shelf (COTS) equipment. The Navy's Technical Insertion process will be considered and recommendation will be made regarding the COTS architecture with respect to External interfaces, persistent storage, CPU, GPU, memory, operating system, display, human interface, and internal bus structures and bandwidths.

3.8 System Analysis

The Contractor shall perform System Analysis on the preliminary design consisting of Shock, Hydrodynamic load, Thermal, Reliability and present these preliminary analysis in the Preliminary Design Review (PDR).

3.9 Concept Review

The Contractor shall conduct a minimum of four internal concept reviews with the Integrated Development Team (IDT) which is a multidisciplinary group of people responsible for delivering the Modular Phonics Mast Housing (MPH).

3.10 Preliminary Design Review

A Preliminary Design Review (PDR) will be conducted one hundred-eighty (180) days after contract award. The Contractor shall present the overall design strategy and planned architecture. The Contractor shall also detail technical and schedule risk areas. The Contractor shall present the overall design strategy and planned architecture. The Contractor shall also detail technical and schedule risk areas. Items to be addressed shall include: System Requirements Verification Matrix (SRVM), System Segmentation, Major Interfaces (mechanical, electrical, fiber optic) between segments, any Development Design Studies, Preliminary Outline Drawings and Sketches, and discussion of risks associated with Environmental Requirements, Thermal Management, Electromagnetic Interference & Compatibility (EMI/EMC), Electrical Power, DC & RF grounding, Packaging & Handling, Transportability, Safety Engineering Considerations, Security Considerations, Preliminary Parts List, Reliability Studies, Maintainability Plan, Preliminary Weight, Producibility, Modularity, Upgradeability, Obsolescence, Human Engineering (operation & troubleshooting), Built-in-Test (BIT) & Built-in-Test Equipment (BITE), Special Support and Test Equipment (SST&E), and Long-Lead Items.

4.0 DELIVERABLES (Base Requirements)

- Kick Off Meeting Minutes
- System Requirements Verification Matrix Report
- System Specification Report
- System/Sub-System Design Document Report
- Monthly/ Financial and Technical Status Progress Reports
- Program Management Plan
- Universal Module Interface Control Documents (ICD)
- Image Processing/Control Unit Design Report
- System Analysis Report
- Preliminary Design Review (PDR) Meeting and Presentation Slides
- Final Report

5.0 OPTION I REQUIREMENTS - System Design Phase

The Contractor shall design the Universal Module Interface and the system modules for the MPH. This requirement requires a Critical Design Review (CDR). The Contractor shall perform the following tasks:

5.1 Universal Module Interface Design

The Contractor shall develop and deliver the Universal Module Interface Control Document. The Contractor shall finalize the design of a Universal Module Interface and use this design in all subsequent mast module designs.

5.2 360 MWIR Design

The Contractor shall design and document the 360 MWIR Modules. The Contractor shall produce solid models of the mechanical design and perform stress and thermal analysis. The design consists of the Pressure Housing, upper and lower UMI disconnects; windows, lenses, camera, heat exchanger, antenna pass through, and supporting data and control communication. The design shall be documented with revision controlled drawings suitable for prototype procurement.

5.3 360 VISNIR Design

The Contractor shall design and document the 360 VISNIR Module. The Contractor shall design and document the 360 VISNIR Module. The Contractor shall produce solid models of the mechanical design and perform stress and thermal analysis. The design consists of the Pressure Housing, upper and lower UMI disconnects; windows, lenses, camera, heat exchanger, antenna pass through and supporting data and control communication. The design shall be documented with revision controlled drawings suitable for prototype procurement.

5.4 HR VISNIR/MWIR Design

The Contractor shall design and document the High Resolution (HR) 360 VISNIR/MWIR Module. The Contractor shall produce solid models of the mechanical design and perform stress and thermal analysis. The design consists of the Pressure Housing, upper and lower UMI disconnects, 360 degree window, internal azimuth and elevation mechanism, lenses,

visible near infrared and mid wave infrared cameras, heat exchanger, antenna pass through and supporting data and control communication. The design shall be documented with revision controlled drawings suitable for prototype procurement.

5.5 UMM Adapter Design

The Contractor shall design and document the UMM Adapter. The Contractor shall design and document the UMM Adapter Module. The Contractor shall produce solid models of the mechanical design and perform stress and thermal analysis. The design consists of the Pressure Housing, upper UMI disconnect and Virginia Universal Modular Mast Internal Bearing Assembly (IBA) mechanical and electrical interface, system cooling unit, antenna pass through and supporting data and control communication. The design shall be documented with revision controlled drawings suitable for prototype procurement.

5.6 Antenna Adapter Design

The Contractor shall design and document the Antenna Adapter. The Contractor shall produce solid models of the mechanical design and perform stress and thermal analysis. The design consists of the Pressure Housing, upper antenna RF, electrical and mechanical interface and lower UMI disconnects, base heat exchanger, antenna pass through and supporting data and control communication. The design shall be documented with revision controlled drawings suitable for prototype procurement. These documents shall be under configuration management.

5.7 System Software Design Document

The Contractor shall design and document the software product in Software Design Documents (SSDD). The SSDD's shall describe the software modules defined in the SSDD and shall cover as a minimum the Graphical User Interface, Image processing modules, Control module, Interface Design Description (IDD) for internal and external communications.

5.8 System Analysis and Reliability

The Contractor shall perform design analysis on the above modules to include structural, thermal, acoustical, electrical magnetic interference (EMI), pressure, hydrodynamic loading, reliability, Underwater Explosion Shock (UNDEX), reliability and Maintainability, and module performance.

5.9 Program Management

The Contractor shall hold monthly program reviews with development staff and write progress reports. The Contractor shall document progress of work in a Contractor's Progress, Status and Management Report. This report shall include status of the program, and information of potential problem areas and all options exercised on this contract. This report shall include Contractor's name and address, Contract number, Report date, Title of task, location and time of performance, Problem(s) encountered, corrective action required and failure and repair data, Status of each directed task, Cost data, and funding status.

5.10 Critical Design Review

A Critical Design Review (CDR) shall be conducted after the Preliminary Design Review. The Contractor shall present top-level drawings and parts list to the sub-assembly level. The Contractor shall also present analysis detailing system performance and maintenance philosophy. The Contractor shall present detailed drawings or models and parts lists of the MPH and associated electronics and may utilize any Government Furnished Information (GFI). The Contractor shall also present analysis detailing system performance and maintenance philosophy. Items to be addressed at CDR shall include: Electrical Design including Schematics, Mechanical Design, Environmental Requirements, Thermal Management, EMI, DC & RF grounding, Electrical interfaces, Mechanical Interfaces, Weight, Updated Reliability Study, Obsolescence Predictions, Maintainability, Upgradeability, System Safety Engineering, System Security, Transportability, Packaging & Handling, Test Results, Bread-boards or Prototyping Hardware, Design Analysis, Initial Manufacturing Readiness, Life Cycle Support, Human Interface, and BIT/BITE. Critical Design Review shall be held at the contractor's facility.

6.0 DELIVERABLES (Option I Requirements)

- Monthly/Financial and Technical Progress Report
- System Software Design Documents (SSDD)
- Critical Design Review Meeting and Presentation Slides
- Final Report

7.0 OPTION II REQUIREMENT: Fabrication and Testing Phase

The Contractor shall procure and fabricate for the MPH the mast modules, develop the system software, procure the system inboard processor and display(s), and provide laboratory and field testing to validate the design to the system requirements. The phase is completed with a Factory Acceptance Test and delivery of the MPH system. The Contractor shall perform the following tasks:

7.1 Test Plan

The Contractor shall develop an overall test plan to include laboratory, field testing. The Contractor shall conduct all examinations and tests required in the SRVM and production requirements, in accordance with test plans and procedures prepared by the contractor and approved by the Program Officer. Test procedures shall fully describe all procedures, test setups, and test equipment, and shall include data sheets to provide for the complete documentation of test results. All plans and procedures will be subject to approval by the procuring activity.

7.2 Module Fabrication and Unit Test

The Contractor shall build and test the system modules.

7.3 Antenna Adaptor Fabrication

The Contractor shall build and test the Antenna Adaptor Module. The Contractor shall procure all of the material, inspect for compliance to drawing package, assemble module, pressure test, thermal test, vibration tests, performance test to test procedure, integrate into mast structure, and perform system level functional test.

7.4 360 MWIR Module Fabrication

The Contractor shall build and test the 360 MWIR Module. The Contractor shall procure all of the material, inspect for compliance to drawing package, assemble module, pressure test, thermal test, vibration tests, performance test to test procedure, integrate into mast structure, and perform system level functional test.

7.5 360 VISNIR Module Fabrication

The Contractor shall build and test the 360 VISNIR Module. The Contractor shall procure all of the material, inspect for compliance to drawing package, assemble module, pressure test, thermal test, vibration tests, performance test to test procedure, integrate into mast structure, and perform system level functional test.

7.6 HR-VISNIR/MWIR Module Fabrication

The Contractor shall build and test the HR-VISNIR/MWIR Module. The Contractor shall procure all of the material, inspect for compliance to drawing package, assemble module, pressure test, thermal test, vibration tests, performance test to test procedure, integrate into mast structure, and perform system level functional test.

7.7 UMM Adaptor Module Fabrication

The Contractor shall build and test the UMM Adaptor Module. The Contractor shall procure all of the material, inspect for compliance to drawing package, assemble module, pressure test, thermal test, vibration tests, performance test to test procedure, integrate into mast structure, and perform system level functional test.

7.8 System Software Development

The Contractor shall develop, integrate, and test the System Software. The Contractor shall code the system software in accordance to the SDD. The software shall be used to demonstrate functionality of the mast system.

7.9 In-Board Computer System Fabrication

The Contractor shall assemble the In-Board Computer System. The Contractor shall develop all of the material, inspect for compliance to drawing package, and assemble an In-board computer system.

7.10 Mast System Integration

The Contractor shall integrate the system modules. The Contractor shall assemble the system consisting of the Inboard computer system and mast modules. The Contractor shall perform system level functional test.

7.11 Mast System Lab Test (Validation)

The Contractor shall test the Mast system under laboratory condition to verify the system performance to the system verification matrix.

7.12 Mast Field Test

The Contractor shall field test the Modular Mast System in a suitable field environment to test the systems performance in an ocean environment.

7.13 Factory Acceptance Test (FAT) Report

The Contractor shall develop a Factory Acceptance Test Procedure (FAT) Document. The test procedures shall fully describe all procedures, test setups, and test equipment, and shall include data sheets to provide for the complete documentation of test results.

7.14 Program Management

The Contractor shall hold monthly program reviews with development staff and write progress reports. The Contractor shall document progress of work in a Contractor's Progress, Status and Management Report. This report shall include status of the program, and information of potential problem areas and all options exercised on this contract. This report shall include Contractor's name and address, Contract number, Report date, Title of task, location and time of performance, Problem(s) encountered, corrective action required and failure and repair data, Status of each directed task, Cost data, and funding status.

7.15 System Design and Documentation Update

The Contractor shall update the MPH Performance Specification after delivery of the System and after the Post Test Review for Government approval. Test results shall be used to refine and update the specification. The Contractor shall prepare and deliver an MPH Drawing Package. All drawings, hardcopy and electronic submittals, delivered to the Government must be signed and dated by the Contractor.

8.0 DELIVERABLES (Option II Requirements)

- Modular Photonic Mask Housing (MPH) including
 - Antenna Adaptor Module Hardware
 - 360 MWIR Module Hardware
 - 360 VISNIR Module Hardware
 - HR-VISNIR/MWIR Module Hardware
 - UMM Adaptor Module w/Cooler-IMU Hardware
 - MPH System Software
- System Design and Documentation Update Report
- In-Board Computer System with Software
- Monthly/Financial and Technical Status Progress Reports
- Factory Acceptance Test (FAT) Document
- Test Plan
- Final Report



Individual Small Business and Small Disadvantaged Business Subcontracting Plan

Date:	<u>31 August 2010</u>
Contractor:	<u>Panavision Federal Systems, LLC</u>
Address:	<u>21300 Victory Blvd., Suite 840, Woodland Hills, CA 91367</u>
Solicitation No:	<u>ONR-BAA-09-027</u>
Item/Service:	<u>Affordable Modular Panoramic Photonics Mast (AMPPM)</u>
Contract Value:	<u>[REDACTED]</u>
Period of Performance:	<u>1 January 2010 through 31 December 2015 – Five (5) Years</u>

1.0 PFS POLICY STATEMENT

It is the Policy and commitment of Panavision Federal Systems, LLC to promote opportunities to compete for subcontract awards under Government Funded Programs with:

1. Small Business Concerns (SB)
2. Small Business Concerns Owned and Controlled by Veterans (VOSB)
3. Small Business Concerns Owned and Controlled by Service Disabled Veterans (SDVO)
4. Small Business Concerns Certified to be In a Historically Underutilized Business Zone (HZSB)
5. Small Business Concerns Owned and controlled by Socially and Economically Disadvantaged Individuals (SDB)
6. Small Business Concerns Owned and Controlled by Women (WOSB)
7. Historically Black Colleges / Universities and Minority Institutions (HBCU/MT)

PFS is committed to the intent, requirements and objectives of the Small Business Act (Public Law 85-536, as amended) and related laws and regulations which promote participation in Federal based procurements for identified groups and individuals.

The Federal Government's role in promoting subcontracting assistance to small business concerns is seen in several groundbreaking laws, Pubic Law 95-907 requires the inclusion of the Federal Acquisition Regulation (FAR) Clause 52.219-8 entitled "Utilization of Small Business Concerns" in qualifying solicitations and contracts when the contract amount is expected to be over the simplified acquisition threshold and requires the inclusion of FAR 52.219-9 entitled "Small Business Subcontracting Plan" in all subcontracts over \$550,000 (or construction subcontracts over \$1 million). The

Small Business Act incorporates the Public Laws that establish the various procurement goals for agencies of the U.S. Government:

- ❖ Public Law 99-601 established a SDB subcontracting goal of five percent (5%) for DOD obligations;
- ❖ Public Law 103-55 establishes a WOSB subcontracting goal of five percent (5%);
- ❖ Public Law 106-50 establishes a SDVOSB subcontracting goal of three percent (3%);
- ❖ Public Law 105-135 establishes a HZSB subcontracting goal of three percent (3%).

Other laws addressing the utilization of small businesses include:

- ❖ Federal Acquisition Reform Act 1996
- ❖ Small Business Innovation Research Program
- ❖ Federal Acquisition Streamlining Act of 1994
- ❖ Small Business Research and Development Enhancement Act
- ❖ Woman's Business Ownership Act

PFS's Policy, Program Plan and commitment are to promote opportunities for Small Business Concerns to successfully compete for Contract Awards. The achievement of these goals has been made possible by the on-going contribution of each member of the PFS staff who is involved in the Proposal and Award process.

2.0 SMALL BUSINESS PROGRAM ADMINISTRATIVE OFFICER (SBAO)

PFS's Small Business Contracts Officer (SBAO) has been delegated the authority to design, implement and direct PFS's Small Business Program, to facilitate opportunities and provide requested contract, financial, technical and management assistance to Small Business Concerns. The SBAO ensures that Small Business Concerns are accorded the maximum practicable opportunity to compete for contracts award under Government-Funded Program. Decisively, the SBAO raises awareness in the program offices to ensure that early in the evaluation process, qualified suppliers are given fair consideration for opportunity to compete for awards. The SBAO also works with and is accountable to Government and/or Agency Representatives having oversight authority for the Small Business Program at PFS. The individual responsible for administering this Plan is stated below:

Name: Clive Towndrow **Title:** Vice President, General Manager

Address: 21300 Victory Blvd., Suite 840, Woodland Hills, CA 91367

Telephone: 818-594-8008 **Fax:** 818-594-8001

Email: clive.towndrow@panavision.com

3.0 SUBCONTRACTING PLAN GOALS

The following, together with any attachments, is hereby submitted as a Subcontracting Plan Goals to satisfy the applicable requirements of Public Law 95-507 as implemented by Federal Acquisition Regulation (FAR) 19.702.

The following dollar and percentage goals are applicable to the contract awarded value and subcontracting amount under Solicitation ONR-BAA-09-027 when all options exercised based on material subcontracted.

Table I – Contract Value

Total Contract Value		Dollar Goal	Percentage Goal
Total Dollars to be Subcontracted			
Large Business Concerns			
Small Business Concerns			
Small Disadvantage Business Concerns			
Women Owned Small Business Concerns		\$80,328	
Historically Black Colleges & Universities Minority Institution			
HUBZone Small Business Concerns			
Veteran-Owned Small Business Concerns			
Service-Disabled Veteran-Owned Small Business Concerns			

Table II – Subcontracting

Total Dollars to be Subcontracted		Dollar Goal	Percentage Goal
Total Dollars to be Subcontracted			
Large Business Concerns			
Small Business Concerns			
Small Disadvantage Business Concerns			
Women Owned Small Business Concerns			
Historically Black Colleges & Universities Minority Institution			
HUBZone Small Business Concerns			
Veteran-Owned Small Business Concerns			
Service-Disabled Veteran-Owned Small Business Concerns			

4.0 PRINCIPAL PRODUCTS AND SERVICES

The principal products and services to be subcontracted under the referenced prime contract or subcontract, (not required when commercial business is operating under the guidelines of the division-wide subcontracting plan) and those areas where PFS plans to use Small Business Concerns are describe below:

Products/ Services %	LB %	SB %	HZSB %	SDB %	WOSB %	VOSB %	SDVO %
Subcontractor Lens, Materials Coating & Optical Sensor Packaging	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
Contract Value	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NOTE #1: PFS is unable to identify subcontracting opportunities for SDB, WOSB, HBCU/MI, HZSB, VOSB or SDVO small businesses, despite its significant participation in procurement conferences, seminars, trade fairs and other networking forums that are designed to provide opportunities for small business suppliers to connect with large business and Government buyers. In addition, PFS has examined its supplier and potential supplier databases as well as the SBA Dynamic Small Business Search database in its effort to locate such suppliers. As development progresses and requirements become better defined, PFS will continue its efforts to identify subcontracting opportunities for SDB, WOSB, HBCU/MI, HZSB, VOSB or SDVO Small Businesses.

NOTE #2: PFS does not include indirect cost in establishing its subcontract goals.

5.0 FAR 52.219-9 REQUIREMENTS ELEMENTS

PFS maintains an effective Small Business Program and provides to the Executive Management visibility of all program achievements. PFS will do the following in accordance with the FAR requirements:

- PFS Subcontracting Plan goals are to set forth in Paragraph 3.0 of this Plan. For each individual program, goals are expressed as a percentage of the total dollars forecasted to be subcontracted to SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns as subcontractors. PFS will include in SSR reporting a proportionate share of products and services that are normally allocated as indirect costs.
- For each individual program, subcontracting plan goals will be set forth in Paragraph 3.0 of this Plan expressed as total dollars planned to be subcontracted to SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns as subcontractors.
- A description of the principal products and services to be subcontracted and the types anticipated to be subcontracted to SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns as subcontractors for each individual program will be identified in Paragraph 4.0 of this Plan.
- Subcontracting Plan Goals are derived from a detailed examination of the prime or subcontract requirements within the Bill of Material (BOM) and other procurements records. This examination includes an in-depth evaluation of all

goods and services required in support of the program to determine suitability for procurement from SB concerns.

- PFS uses a variety of resources in its attempt to locate viable companies to provide goods and services for solicitation purposes. A "Potential Small Business Supplier Database" is established and used to capture detailed information from supplier outreach programs such as trade fairs and conferences. Buyers additionally keep records of their "archive" contacts with potential small business suppliers, representative sources that PFS uses to identify Small Business Concerns include:

CCR/SBA Dynamic Small Business Search –
http://dsbs.sba.gov/dsbs/dsp_dsbs.com

Department of Defense, Office of Small and Disadvantage Business Utilization – <http://www.acq.osd.mil/sadbu/>

SBA HUBZone Program/Certified HUBZone Concerns and Outreach –
<https://eweb1.sba.gov/hubzone/internet/>

DoD Western Regional Council for Small Business –
<http://www.dodwrc.org/>

Additionally, PFS representatives attend procurement meetings, conferences, seminars, trade fairs and other function to seek out additional qualified or qualifiable small business concerns.

6.0 PROGRAM ADMINISTRATIVE OFFICER (SBAO) RESPONSIBILITY

The individual responsible for creation and implementation of PFS Subcontracting Plan Program is identified in Paragraph 2.0 above. The SBAO primary responsibilities are to administer all aspects of the program including:

1. Develop goals for SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns on an individual contract basis. Monitor compliance with the Plan.
2. Convey the goals, objectives, outreach efforts and related issues in formal and informal training sessions, workshops and seminars to personnel who are in a position to implement or influence decisions concerning source selection, create and implement recognition.
3. The SBAO is responsive to PFS's make or buy decisions to ensure that consideration is given to Small Business Concerns.
4. Ensure that material decisions include adequate and timely consideration of Small Business Concerns so that such entities have a responsible opportunity to bid on and receive subcontracts. Further, through the SBAO, technical and business assistance is provided to Small Business Concerns as requested, for instant or future subcontracting opportunities. Such assistance may include arranging solicitations, providing sufficient time for the preparation of bids and

- adjusting quantities, specifications and delivery schedules to facilitate participation by such concerns.
5. Actively seeks new SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns for development as qualified suppliers.
6. Advise the company on any business issues relating to SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns.
7. Issue policy memorandum and internal operating instructions relative to the requirements of the applicable Public Laws and implementing regulations.
8. Establish, monitor and control reporting for PFS management, procurement personnel and Government Agencies.
9. Compile and maintain source directories on current potential SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns to aid procurement personnel in locating and contracting with such concerns.
10. Counsel and discuss subcontracting opportunities with representatives of SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO concerns.

7.0 FLOW-DOWN CLAUSES

PFS will include the clause entitled under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. PFS will require subcontracting plans from all of its subcontractors, except small business concerns when an award under a Government Contract is in excess of \$500,000 (\$1,000,000 for construction of a public facility). Plans will be reviewed by the PFS SBAO for compliance with the plan required by FAR 52.219-9, "Small Business Subcontracting Plan" (FAR 19.704) and will be negotiated if necessary to bring them into compliance before being accepted and incorporated into the subcontract.

8.0 REPORTING AND COOPERATION

PFS will cooperate in any studies or surveys as may be required. When requested, PFS will submit periodic reports so that the Government can determine the extent of compliance with the subcontracting plan. PFS will submit Individual Subcontract Reports (ISR) (SF-294) and Summary Subcontract Reports (SSR) (SF-295) as required. PFS will ensure that its subcontractors agree to submit appropriate subcontract reports when required.

9.0. RECORD KEEPING

PFS will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the Plan. In addition:

- PFS maintains a list of suppliers within its procurement system. Data collected for each vendor includes business size and status (SB, VOSB, SDVO, HZSB, SDB and WOSB) and status changes. In addition, data is collected on each commodity procured by; commodity, category, selected supplier, purchase order number and date, purchase quantity and purchase price. Each buyer has access

to the CCR/SBA Dynamic Small Business Search and HUBZone web sites as a resource to locate small business sources.

- PFS SBAO maintains records of contact by PFS representatives with potential new suppliers at procurement conferences, seminars, trade fairs and other functions, the Small Business Administration and other prime contractors in attempts to seek out additional qualified or qualifiable small business concerns. These records are available to all Buyers through an electronic "Potential Small Business Supplier" database.
- The procurement file mandated by PFS Procurement Department is one record on a given procurement. The company document authorizing Material to procure is consistent with the Purchasing Department Policy is a Purchase E-Requisition. The buyer documents on the PR and in the Subcontract or Purchase Order Case File (when required) all contacts, including expressions of interest and solicitations (including those to Small Business Concerns), the awarded entity and why any entities solicited may not have been suitable for the award.
- PFS SBAO maintains records of outreach efforts to contact trade associations, business development organizations, veterans service organizations, conferences and trade fairs to identify SB, SDB, WOSB, HZSB, HBCU/MI, VOSB and SDVO sources. These records are maintained in a separate engineering database for use by technical and procurement personnel. Additionally, the SBAO and other company representatives attend procurement conferences, seminars, trade fairs, and other functions to seek out additional qualified or qualifiable Small Business Concerns. Sources identified from such contacts are entered into company secure databases for immediate use.
- The Small Business Program goals, objectives and outreach efforts are conveyed by the SBAO in formal and informal training sessions to personnel who are in a position to implement or influence decisions concerning source selections. Workshops, seminars and training programs are conducted to advance internal understanding of the program and its objectives. Records of the training sessions are maintained by the SBAO. Individuals who have made significant contributions toward the achievement of small business goals are periodically recognized through in-house recognition programs. Records are maintained by the SBAO of each individual or group so recognized.
- On a Contract-by-Contract basis, PFS will maintain records to support award data. Such records will include the name, address and business size of each contractor.
- There are no comments provided from the ACO regarding ONR-BAA-09-027 Solicitation Subcontracting Plan.

This individual Subcontracting Plan was submitted by:

Signature:



Typed Name:

Clive Towndrow

Title:

Vice President, General Manager

Date Prepared:

31 August 2010

Phone/Fax.:

(818) 594-8006

Fax: (818) 594-8001

Email:

clive.towndrow@panavision.com

Accepted/Approval:

Agency:

Signature:

Typed Name:

Title:

Date:

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4. TITLE AND SUBTITLE				5a. CONTRACT NUMBER	
				5b. GRANT NUMBER	
				5c. PROGRAM ELEMENT NUMBER	
6. AUTHOR(S)				5d. PROJECT NUMBER	
				5e. TASK NUMBER	
				5f. WORK UNIT NUMBER	
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) AND ADDRESS(ES)				8. PERFORMING ORGANIZATION REPORT NUMBER	
9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES)				10. SPONSOR/MONITOR'S ACRONYM(S)	
				11. SPONSOR/MONITOR'S REPORT NUMBER(S)	
12. DISTRIBUTION / AVAILABILITY STATEMENT					
13. SUPPLEMENTARY NOTES					
14. ABSTRACT					
15. SUBJECT TERMS					
16. SECURITY CLASSIFICATION OF:			17. LIMITATION OF ABSTRACT	18. NUMBER OF PAGES	19a. NAME OF RESPONSIBLE PERSON
a. REPORT	b. ABSTRACT	c. THIS PAGE			19b. TELEPHONE NUMBER (include area code)

Contract Number: N00014-10-C-0246
Standard Form 298 (Rev. 8-98)
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FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (CRITICAL) N0001410C0246			2. SPIN (CRITICAL)		3. MOD (CRITICAL)			4. PR NUMBER 10PR04549-00							
CLIN/SLIN	6. LINE OF ACCOUNTING													7. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
	A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. IT	J. PAA	K. COST CODE				
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	AA	1701319	W2DE	255	RA	313	0	068342	2D	000000	08051	000	MPTD	\$172,000.00	PR#10PR04549-00 FRC:1MPI
PAGE TOTAL														\$172,000.00	
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PREPARED/AUTHORIZED BY: DATE:						COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ DATE: _____ for COMPTROLLER, ONR CONTRACT REVIEWED									

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) N0001410C0246		2. SPIN (CRITICAL)	3. MOD (CRITICAL)	4. PR NUMBER 10PR04549-00		
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FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (CRITICAL) N0001410C0246			2. SPIIN (CRITICAL)			3. MOD (CRITICAL)			4. PR NUMBER 10PR04549-01						
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	ACRN (CRITICAL)	APPROPRIATION (CRITICAL)	SUBHEAD (CRITICAL)	OBJ CLA	PARM	RFM	SA	AAA (CRITICAL)	IT	PAA			COST CODE		
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DATE:															

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) N0001410C0246		2. SPIN (CRITICAL)		3. MOD (CRITICAL)		4. PR NUMBER 10PR04549-01			
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